

## Website Terms and Conditions

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, [www.banburyprint.co.uk](http://www.banburyprint.co.uk) ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

### 1. Definitions and Interpretation

- a. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
  - i. "Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
  - ii. "We/Us/Our" means Banbury Print & Design Limited, a company registered in England under 4738485, whose registered address is Penrose House, 67 Hightown Road, Banbury, Oxon, OX16 9BE, UK.

### 2. Access to Our Site

- a. Access to Our Site is free of charge.
- b. It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- c. Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

### 3. Intellectual Property Rights

- a. All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- b. You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- c. You may:
  - i. Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  - ii. Download Our Site (or any part of it) for caching;
  - iii. Print pages from Our Site;
  - iv. Download extracts from pages on Our Site; and
  - v. Save pages from Our Site for later and/or offline viewing.
- d. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- e. You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining permission from Us to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

### 4. Links to Other Sites

- a. Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

### 5. Disclaimers

- a. Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.
- b. Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- c. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

### 6. Our Liability

- a. To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- b. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- c. Our Site is intended for non-commercial use only. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- d. We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- e. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- f. Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

### 7. Privacy and Cookies

- a. Use of Our Site is also governed by Our Cookie and Privacy Policies. These policies are incorporated into these Terms and Conditions by this reference.

### 8. Changes to these Terms and Conditions

- a. We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- b. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

### 9. Contacting Us

- a. To contact Us, please email Us at [enquiries@banburyprint.co.uk](mailto:enquiries@banburyprint.co.uk) or using any of the methods provided on Our contact page.

### 10. Communications from Us

- a. If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- b. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to ten business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- c. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [enquiries@banburyprint.co.uk](mailto:enquiries@banburyprint.co.uk) or via the contact page.

### 11. Law and Jurisdiction

- a. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- b. If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- c. If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.